

**SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070**

**DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
February 2010**

REQUEST FOR PROPOSAL:

This is a formal solicitation for sealed proposals which will be reviewed privately to determine that the functional requirements of the City are met. The City shall be the sole judge as to which proposal constitutes the "lowest and/or most responsible proposal". An award will be made after the appropriate approvals are received. Interviews may be conducted to assist with the final selection.

PROJECT TITLE: **INSURANCE BROKER AND INSURANCE ADVISOR TO
THE REDEVELOPMENT AGENCY OF SANDY**

THIS IS NOT AN ORDER

REQUIREMENTS:

*Proposals must be submitted no later than **10:00 A.M. (MST) Friday, February 26, 2010**, to the Purchasing Office, Sandy City, 10000 Centennial, Suite 330, Sandy, Utah 84070.

Proposals should reflect the best and most competitive offers. However, Sandy City reserves the right to negotiate best offers prior to final award.

*Proposals received after the deadline shall not be considered and will be returned to the offeror unopened.

*Proposals must be submitted in a sealed envelope, clearly marked with the project title and vendor name on the face.

*See attached specifications.

*Submit 3 copies of your proposal.

*For further information please contact Randy Sant at 801-568-7106.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS, TO WAIVE ANY INFORMALITY OR TECHNICALITY OR TO ACCEPT PROPOSALS DEEMED IN THE BEST INTEREST OF SANDY CITY. ALL PROPOSALS THAT MEET, EXCEED OR ARE COMPARABLE TO MINIMUM SPECIFICATIONS WILL BE ACCEPTED.

For Sandy City
Mindi J. Bos
Purchasing Agent

THE REDEVELOPMENT AGENCY OF SANDY
INSURANCE BROKER/RISK MANAGEMENT SERVICES

I. INTENT OF SPECIFICATIONS

It is the intent of these specifications to set forth the minimum acceptable requirements for the services described herein.

II. PROJECT DESCRIPTION

The Redevelopment Agency of Sandy, hereinafter referred to as "Agency," is requesting proposals from skilled and qualified firms and individuals to serve as the Agency's broker for the placement of insurance and bonds. In responding to this request for proposal, applicants should demonstrate their ability to assist the Agency in analyzing, managing, reducing and/or eliminating the exposure to liability the Agency faces. In addition, please specify all the risk management services and programs provided by your organization to redevelopment agencies and the cost and availability of those services.

We anticipate the successful applicant will be retained via an annual service agreement, renewable by the Agency for up to four (4) additional one year periods.

Please indicate how you would like to be compensated for your services and whether you are willing to work on a "fee for services" basis. If so, please state your proposed annual fee and payment schedule and the services you will provide. If you wish to be compensated (either completely or partially) on a commission basis, please indicate if you are willing to disclose any and all compensation you, your agency or any national affiliates will receive (either directly or indirectly) from any source in relation to the placement of coverage for the Agency.

In addition to the foregoing, please respond to the list of questions found in this RFP.

You may attach any other information or materials that you believe will assist the Agency in selecting a broker. In doing so, please avoid glossy brochures and other stock material that is not relevant to our specific needs and requests. We want to know exactly how you believe you can bring value to the Agency.

III. SUBMISSION OF PROPOSALS

Proposals shall be submitted in a sealed envelope with the project title marked clearly on the face of the envelope. In order to be considered for award, the offeror must complete all requirements and submit the same on or before the specified date and time for the proposal submittal. Proposals received after the stated deadline will be returned to the offeror unopened.

IV. PROPOSAL SHEET

All proposals shall be printed in ink or typewritten. No erasures will be permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the original figure and shall be initialed in ink by the person signing the proposal.

V. SIGNATURE ON PROPOSAL SHEET

Your proposal must be signed by an authorized representative of the company named thereon. The signature on this proposal shall be interpreted to signify the vendor's intent to comply with all the terms, conditions and specifications set forth in this solicitation, unless specific exceptions are noted on the face of the proposal.

VI. PROPOSAL EVALUATION CRITERIA

The Agency will be the sole judge as to which proposal constitutes the "lowest and/or most responsible offer". Price is only one consideration. Qualifications, experience, market access and references will be carefully considered in the awarding of the contract.

VII INSURANCE REQUIREMENTS

Insurance will be required in accordance with Exhibit "A" attached to this request for proposal. Bidders should examine these insurance requirements and include Proof of Insurance certificates with their proposals. Failure to meet the insurance requirements may result in cancellation of the proposal acceptance.

REDEVELOPMENT AGENCY OF SANDY
INSURANCE BROKER/RISK MANAGEMENT SERVICES

In order to be considered for this bid you must submit answers to the following questions along with your fee price.

Questions

1. State the exact name of the business entity that will provide any of the services you are proposing to provide to the Agency. Give the business address of the company.
2. State with specificity the services that you propose to provide for the Agency. Please identify services other than those requested/specified herein that you believe may be of value to the Agency.
3. State the name(s) of every professional who you propose to use in providing these professional services to the Agency during the term of any service agreement. Give the business address of each person named.
4. Specify the education, work experience, background and professional credentials of each of the individuals named in response to #3.
5. For each individual identified in response to question #3, identify all redevelopment agencies for which that person has provided professional services within the past five (5) years. In addition, please identify all governmental entities for whom you currently provide insurance broker services or other risk management services. Identify your contact person at each entity named.
6. Specify whether you are willing to agree that each of the individuals specified in response to question #3 will not be replaced as one of the Agency's "team" without the prior, written consent of the Agency.
7. Specify the type and amount of all compensation you propose to receive as consideration for your services under this proposal. Please include the amount and type of all fees, commissions, and consideration of any kind, including contingent commissions, etc.
8. Please state the reasons you believe your company is the best qualified to serve the interests of the Agency as our insurance broker and risk management advisor.
9. Identify any market connections or relationships your firm has that you believe will be of benefit to the Agency.
10. Please provide a copy of any Broker's Contract or Service Agreement that you may want to use in connection with the services to be provided. Please identify those terms that are negotiable and those that are not.
11. Provide a sample Certificate of Insurance for your company specifying the types and amounts of insurance protecting your firm and the Agency.

"EXHIBIT A"

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH SANDY CITY

Contracting party shall procure and maintain for the duration of the contract insurance against claims for Professional Liability and Errors & Omissions which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE Contracting party shall maintain limits no less than:

1. **PROFESSIONAL LIABILITY & ERRORS AND OMISSIONS COVERAGE:** \$2,000,000 per occurrence for premises/operations, products, public display, bodily injury, personal injury and property damage. Broad Form Commercial Liability is required. Limits apply to this service product individually.
2. **AUTOMOBILE LIABILITY:** \$ 2,000,000 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.
3. **WORKERS' COMPENSATION & EMPLOYERS LIABILITY:** Workers' compensation limits as required by the Labor Code of the State of Utah and Employers Liability limits of \$100,000 per accident.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles (5% limit) or self-insured retention must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- I. General Liability and Automobile Liability Coverage
 1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

2. The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the Agency.

III. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-:IX, unless approved by the Risk Manager.

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by Sandy City before work commences. Sandy City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.